

ADDENDUM

Document 00910

ADDENDUM NO. 01

Date of Addendum: April 16, 2010

PROJECT NAME: Stuebner Airline Park & Metropolitan Multi-Service Center Adaptive Recreation Trail

PROJECT NO: WBS Nos. F-504B04-0001-4 & F-000713-0001-4

PROPOSAL SUBMITTAL DATE: April 22, 2010

FROM: City of Houston, General Services Department
900 Bagby, 2nd Floor
Houston, Texas 77002
Attn: Richard Odzoi, Project Manager



TO: Prospective Proposers

This Addendum forms a part of the Request For Competitive Sealed Proposals (RFCSP) and will be incorporated into the Contract documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs.

This Addendum uses the change page method: remove and replace or add pages, or Drawing sheets, as directed in the change instructions below. Change bars (|) are provided in the outside margins of pages from the Project Manual to indicate where changes have been made; no change bars are provided in added Sections. Reissued Drawing Sheets show the Addendum number below the title block and changes in the Drawing are noted by a revision mark and enclosed in a revision cloud.

CHANGES TO PROJECT MANUAL

INTRODUCTORY INFORMATION

1. Document 00010 – Table of Contents. Replace with pages 00010-1 through 00010-3.

PROPOSAL SUBMITTAL REQUIREMENTS

2. Document 00410 - Proposal Form, Parts A & B. Replace with new Proposal Form, Parts A & B.

CONTRACTING REQUIREMENTS

3. Document 00800 - Supplementary Conditions. Replace with new Supplementary Conditions.


SPECIFICATIONS

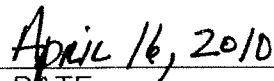
4. Section 01110 – Summary of Work. Replace with new Summary of Work.

CHANGES TO DRAWINGS

5. Revise Sheet L3.02 – Planting Plan. 3-QV shall read 3-QL.
6. Revise Sheet L3.04 – Planting Plan. 6-QLC shall read 6-QVC.
7. Revise Sheets L3.04, L3.05, L3.08 - Planting Plan – Plant Schedule. QLC shall read QVC.

END OF ADDENDUM NO. 01

(CRC) 
Humberto Bautista, P.E.
City Engineer
General Services Department


DATE

END OF DOCUMENT



TABLE OF CONTENTS

Document 00010

TABLE OF CONTENTS

NOTE: Bold capitalized Specification Sections are included in the City of Houston Standard Specifications for Wastewater Collection Systems, Water Lines, Storm Drainage, and Street Paving, dated October 2002; and are incorporated in Project Manuals by reference as if copied verbatim. Documents listed "for filing" are to be provided by Proposer and are not included in this Project Manual unless indicated for example only. The Document numbers and titles hold places for actual documents to be submitted by Proposer during proposal period, Post-Proposal, or construction phase of the Project. Specification Sections marked with an asterisk (*) are amended by a supplemental specification and placed in front of the Specification it amends. Documents in the 200, 300 and 400 series of Division 00, except for Document 00410B – Proposal Form, Part B, are not part of the Contract.

Doc.

No. Document Title

Doc. Date

INTRODUCTORY INFORMATION

00010	Table of Contents	04-16-2010
00015	List of Drawings	04-02-2010

PROPOSAL SUBMITTAL REQUIREMENTS

INSTRUCTIONS TO PROPOSERS

00200	Instructions to Proposers	10-15-2009
00202	Proposal Organization and Selection Criteria	08-20-2009
00210	Supplementary Instructions to Proposers	10-21-2009
00220	Request for Proposal Information	10-21-2009

INFORMATION AVAILABLE TO PROPOSERS

00320	Geotechnical Information	04-02-2010
-------	--------------------------------	------------

PROPOSAL FORMS AND SUPPLEMENTS

00410	Proposal Form, Parts A & B	04-16-2010
00430	Proposer's Bond (For filing; Example Form)	06-16-2006
00450	Proposer's Statement of MWBE/PDBE/DBE/SBE Status	07-19-2007
00452	Contractor Submission List - Fair Campaign Ordinance	06-16-2006
00453	Proposer's Statement of Residency	06-16-2006
00454	Affidavit of Non-interest	06-16-2006
00455	Affidavit of Ownership or Control	10-26-2007
00457	Conflict of Interest Questionnaire	06-29-2007
00460	Pay or Play Program Acknowledgement Form (POP-1A)	07-22-2008

POST-PROPOSAL PROCEDURES

00495	Post-Proposal Procedures	07-23-2008
-------	--------------------------------	------------

CONTRACTING REQUIREMENTS

AGREEMENT

00500	Form of Business	08-15-2006
-------	------------------------	------------

00010-1

04-16-2010 Addendum No. 1



TABLE OF CONTENTS

<u>Doc. No.</u>	<u>Document Title</u>	<u>Doc. Date</u>
00501	Resolution of Contractor	02-01-2010
00520	Agreement	03-12-2010
BONDS AND CERTIFICATES		
00600	List of Proposed Subcontractors and Suppliers, Parts A & B	10-28-2009
00601	Drug Policy Compliance Agreement	06-19-2006
00602	Contractor's Drug Free Workplace Policy (For filing)	
00604	History of OSHA Actions and List of On-the-job Injuries	06-19-2006
00605	List of Safety Impact Positions	06-19-2006
00607	Certification Regarding Debarment, Suspension, and Other Responsibility Matters	06-19-2006
00609	List of Nonroad Diesel Equipment	06-19-2006
00610	Performance Bond	06-19-2006
00611	Statutory Payment Bond	06-19-2006
00612	One-year Maintenance Bond	06-19-2006
00620	Affidavit of Insurance (with attached Certificates of Insurance)	06-19-2006
00622	Name and Qualifications of Proposed Superintendent (For filing)	
00624	Affidavit of Compliance with Affirmative Action Program	06-19-2006
00625	Certification by Proposed Material Suppliers, Lessors, and Professional Service Providers Regarding Equal Employment Opportunity	06-19-2006
00630	Certification of Agreement to Comply with Pay or Play Program (POP-2)	09-23-2009
00631	Pay or Play Program – List of Participating Subcontractors (POP-3)	07-22-2008
GENERAL CONDITIONS		
00700	General Conditions	02-01-2010
SUPPLEMENTARY CONDITIONS		
00800	Supplementary Conditions	04-16-2010
00805	Affirmative Action Compliance Program	10-28-2009
00808	Minority Business Enterprise (MBE), Persons with Disabilities Business Enterprise (PDBE), and Small Business Enterprise (SBE) Program	10-28-2009
00820	Wage Scale for Engineering Construction	02-01-2010
00821	Wage Scale for Building Construction	02-01-2010
00840	Pay or Play Program Requirements (POP-1)	07-22-2008
SPECIFICATIONS		
DIVISION 1 - GENERAL REQUIREMENTS		
01110	Summary of Work	04-16-2010



TABLE OF CONTENTS

<u>Doc. No.</u>	<u>Document Title</u>	<u>Doc. Date</u>
01145	Use of Premises	08-01-2003
01255	Change Order Procedures	08-01-2003
01270	Measurement and Payment	08-01-2003
01292	Schedule of Values	08-01-2003
01312	Coordination and Meetings	08-01-2003
01321	Construction Photographs	08-01-2003
01325	Construction Schedule	09-28-2007
01330	Submittal Procedures	08-01-2003
01340	Shop Drawings, Product Data, and Samples	08-01-2003
01410	TPDES Requirements (with Attachments)	08-01-2003
01422	Reference Standards	08-01-2003
01450	Contractor's Quality Control	08-01-2003
01452	Inspection Services	08-01-2003
01454	Testing Laboratory Services	08-01-2003
01502	Mobilization	08-01-2003
01504	Temporary Facilities and Controls	08-01-2003
01506	Diversion Pumping	08-01-2003
01520	Temporary Field Office	08-01-2003
01555	Traffic Control and Regulation	08-01-2003
01562	Tree and Plant Protection	08-01-2003
01570	Storm Water Pollution Control	08-01-2003
01575	Stabilized Construction Exit	08-01-2003
01576	Waste Material Disposal	08-01-2003
01578	Control of Ground Water	08-01-2003
01580	Project Identification Signs	08-01-2003
01581	Excavation in Public Way Permit Signs	08-01-2003
01610	Basic Product Requirements	08-01-2003
01630	Product Substitution Procedures	08-01-2003
01725	Field Surveying	08-01-2003
01731	Cutting and Patching	08-01-2003
01732	Procedure for Water Valve Assistance (with Attachments)	08-01-2003
01740	Site Restoration	08-01-2003
01755	Starting Systems	08-01-2003
01770	Closeout Procedures	09-28-2007
01782	Operations and Maintenance Data	09-28-2007
01785	Project Record Documents	09-28-2007

00010-3

04-16-2010 Addendum No. 01

Document 00410A
PROPOSAL FORM – PART A

To: **The Honorable Mayor and City Council of the City of Houston**
City Hall Annex
900 Bagby Street
Houston, Texas 77002

Project: Stuebner Airline Park & Metropolitan Multi-Service Center Adaptive
Recreation Trail

Project No.: WBS Nos. F-504B04-0001-4 & F-000713-0001-4

Estimated Budget: \$1,665,000.00

Proposer: _____
(Print or type full name of proprietorship, partnership, corporation, or joint venture)

1.0 OFFER

- A. Total Proposal Price:** Having examined the Project location and all matters referred to in Request For Competitive Sealed Proposals for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Proposal Price shown on the signature page of this Document
- B. Security Deposit:** Included with the Proposal is a Security Deposit in the amount of 10 percent of the Total Proposal Price subject to terms described in Document 00200 – Instructions to Proposers.
- C. Period for Proposal Acceptance:** This offer is open to acceptance and is irrevocable for **120** days from Proposal Date. That period may be extended by mutual written agreement of the City and Proposer.
- D. Addenda:** All Addenda have been received. Modifications to Request For Competitive Sealed Proposals have been considered and all related costs are included in the Total Proposal Price.
- E. Proposal Supplements:** The following documents are attached:
- ☒ Security Deposit (*as defined in Document 00200 – Instructions to Proposers*)
 - ☒ Document 00450 - Proposer's Statement of MWBE/PDBE/DBE/SBE Status
 - ☒ Document 00452 - Contractor's Submission List - Fair Campaign Ordinance Form A
 - ☒ Document 00453 - Proposer's Statement of Residency
 - ☒ Document 00454 - Affidavit of Non-interest
 - ☒ Document 00455 - Affidavit of Ownership or Control
 - ☒ Document 00457 - Conflict of Interest Questionnaire (CIQ)
 - ☒ Document 00460 - Pay or Play Program Acknowledgement Form (POP-1A)
 - ☐ Others as listed: _____

2.0 CONTRACT TIME

- A.** If offer is accepted, Contractor shall achieve Date of Substantial Completion for Stuebner Airline Park within **240 days** after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract and Date of Substantial Completion for Metropolitan Multi-Service Center Adaptive Recreation Trail within **100 days** after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

Document 00410B

PROPOSAL FORM – PART B

1.0 TOTAL PROPOSAL PRICE HAS BEEN CALCULATED BY PROPOSER, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):

A. STIPULATED PRICE:

\$ _____

(Total Proposal Price; minus Base Unit Prices, Extra Unit Prices, Contractor Incentive/bonus, Cash Allowances and All Alternates, if any)

B. BASE UNIT PRICE TABLE: N/A

C. EXTRA UNIT PRICE TABLE: N/A

D. CONTRACTOR INCENTIVE/BONUS TABLE: N/A on Proposal Submittal Day.

Contractor Incentive/Bonus No.	Contractor Incentive/ Bonus Title	Contractor Incentive/Bonus
1	Proposer shall NOT enter a dollar amount on this form. The Clean Air Incentive is described in Document 00800 - Supplementary Conditions, Paragraph 9.13.1; the amount available can be found in Paragraph 9.13.1.6.4.	N/A
2	Bonus for Early Completion is not used.	N/A
<u>TOTAL CONTRACTOR INCENTIVE/ BONUS AMOUNT</u>		N/A

**PROPOSAL FORM
PART B**

E. CASH ALLOWANCE TABLE:

Cash Allowance No.	Cash Allowance Short Title	Cash Allowance in figures
1	Pole relocation and new pole service by CenterPoint	\$ 6,500.00
<u>TOTAL CASH ALLOWANCES</u>		\$6,500.00

F. ALTERNATES TABLE:

Alternate No.	Alternate Short Title	Total Price for Alternate in figures
1	Provide and install benches, walks, playground edge, drainage, mulch and ramps. Acquire and install swingset at Stuebner Airline Park.	
2	Provide and install concrete walk at Stuebner Airline Park .	
3	Provide and install irrigation and trees at Stuebner Airline Park.	
<u>TOTAL ALTERNATES</u>		

G. TOTAL PROPOSAL PRICE:

(Add Totals for Items A., B., C., D., E., and F. above)

\$ _____

2.0 SIGNATURES: By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Proposal Price.

Proposer:

(Print or type full name of your proprietorship, partnership, corporation, or joint venture.*)

**** By:**

Signature

Date

Name:

(Print or type name)

Title

Address:

(Mailing)

(Street, if different)

Telephone and Fax Number:

(Print or type numbers)

* If Proposal is a joint venture, add additional Proposal Form signature sheets for each member of the joint venture.

** Proposer certifies that the only person or parties interested in this offer as principals are those named above. Proposer has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

END OF DOCUMENT

Document 00800

SUPPLEMENTARY CONDITIONS

The following Paragraphs amend and supplement the General Conditions. Unaltered portions of General Conditions remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 *DEFINITIONS: Replace the definition of "Contract Price " with the following Paragraph 1.1.11, "Contract Time" with the following Paragraph 1.1.12 and "Specifications" with the following Paragraph 1.1.40.*

1.1.11 Contract Price is the monetary amount agreed to in the schedule of values to complete Stuebner Airline Park and the monetary amount agreed to in the schedule of values to complete the Metropolitan Multi-Service Center Adaptive Recreation Trail, plus change orders. The agreed upon amounts in the initial schedule of values will equal the amount set out in the Agreement.

1.1.12 Contract Time: The number of days stated in the Agreement to substantially complete the work at Stuebner Airline Park and the number of days stated in the Agreement to substantially complete the work at the Metropolitan Multi-Service Center Adaptive Recreation Trail, plus days authorized by Change Order.

1.1.40 Specifications: Divisions 01 through 49 of the documents that are incorporated into the Agreement, consisting of written General Requirements and requirements for Products, standards, and workmanship for the Work, and performance of related services.

ARTICLE 3 - THE CONTRACTOR

3.5 *LABOR: Insert the following Paragraph 3.5.3.1.1.*

3.5.3.1.1 If the original contract price is greater than \$1 Million Dollars, the Contractor shall make good faith efforts to comply with the City ordinances regarding Minority Business Enterprises (MBE), Persons with Disabilities Business Enterprises (PDBE) and Small Business Enterprise (SBE) participation goals which are as follows:

- .1 the MBE goal is 14 percent,
- .2 the SBE goal is 10 percent, and
- .3 the PDBE goal is 0 percent.

ARTICLE 8 - TIME

8.1 *PROGRESS AND COMPLETION: Insert the following Paragraph 8.1.6.1.*

8.1.6.1 Contractor shall credit the City by Change Order for inspection services for overtime work or work performed on Sundays or Legal Holidays. The amount Contractor credits the City will be \$120.00 per hour per inspector for inspection services.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 *UNIT PRICE WORK: Replace Paragraph 9.1 in its entirety with the following Paragraph 9.1.*

9.1 UNIT PRICE WORK

9.1.1 References to Unit Prices in individual Specification sections are not applicable to the Contract. Include payment for portions of the Work required by these sections in the Stipulated Price for the Contract.

9.12 *LIQUIDATED DAMAGES: Insert the following Paragraph 9.12.1.1.*

9.12.1.1 The amount of liquidated damages provided in General Conditions Paragraph 9.12.1 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are \$1,200.00 per day for Stuebner Airline Park and \$800.00 per day for Metropolitan Multi-Service Center Adaptive Recreation Trail.

9.13 *CONTRACTOR BONUS: Add the following Paragraph 9.13 to Article 9.*

9.13 CONTRACTOR BONUS

9.13.1 CLEAN AIR INCENTIVE

9.13.1.1 **SPECIAL PROVISION: INCENTIVE FOR USING NONROAD DIESEL EQUIPMENT POWERED BY DIESEL ENGINES THAT MEET EPA TIER 1, 2, 3 STANDARDS, OR A TCEQ-APPROVED RETROFIT EQUIVALENT, IN HOUSTON NONATTAINMENT AREA.**

9.13.1.2 **PURPOSE, SCOPE AND DURATION.** This special provision establishes the conditions for the incentive offered to persons performing construction under a City of Houston contract who use nonroad equipment powered by diesel (compression-ignition) engines rated at 50 horsepower or above that meet certain exhaust emission standards. Incentive payments shall only be made for nonroad equipment that is required and used on the Project Site, as more fully described below. This special provision shall terminate on October 1, 2007, unless further extended, and is intended to assist the Houston-Galveston-Brazoria region to attain compliance with the State Implementation Plan mandated under the Clean Air Act, 42 U.S.C. § 7401 et seq.

9.13.1.3 ELIGIBLE EQUIPMENT.

9.13.1.3.1 For purposes of this special provision, "Nonroad Diesel Equipment" means equipment: (a) whose primary design is for operation in non-highway environments and as such, is not titled or licensed by the state of Texas for use on state roadways. (e.g., construction equipment); and (b) that is powered by or that utilizes one or more nonroad diesel-fueled compression-ignition engines that meet the emission standards for oxides of nitrogen (NO_x) or non-methane hydrocarbon (NMHC)) + NO_x set forth at 40 CFR § 89.112(a) ("Tier 1, 2 or 3 standards") nonroad engines. Each nonroad engine on each piece of Nonroad Diesel Equipment must meet the Tier 1, 2 or 3 emission standards to qualify for an incentive payment.

9.13.1.3.2 Each engine must be verified by the EPA or California Air Resources Board (CARB) or otherwise accepted by the Texas Commission on Environmental Quality (TCEQ) as meeting the EPA Tier 1, 2 or 3 emission standards, and must be rated as 50 horsepower or above. The engine must be new, rebuilt or remanufactured. A rebuilt or remanufactured engine shall contain only original equipment manufacturer (OEM) components and must have been purchased from the OEM or its authorized dealers/distributors. A rebuilt or remanufactured engine provided by another entity may be accepted, if it has been certified by the TCEQ as meeting the Tier 1, 2 or 3 standards. In addition, retrofitting an existing diesel engine or adding devices to existing nonroad diesel engines will make the equipment eligible for the incentive payment if the retrofit or add-on devices result in air emissions that otherwise meet EPA Tier 1, 2, or 3 standards.

9.13.1.4 NONROAD DIESEL EQUIPMENT MUST BE USED ON THE PROJECT SITE. In order to qualify for incentive payments, all Nonroad Diesel Equipment must be used in the performance of work on the Project as defined under this Contract or on a Project-specific location that supports only the Project and is within one (1) mile of the Project ("Project Site").

9.13.1.5 DOCUMENTATION

9.13.1.5.1 The Contractor shall furnish, prior to award of the Contract, a list of Nonroad Diesel Equipment that the Contractor proposes to qualify under subsection (2) of this special provision for use in the performance of Project work. The list shall include the following information:

9.13.1.5.1.1 An assigned Contractor-unique identification number, which shall be prominently placed on the exterior of individual pieces of Equipment;

9.13.1.5.1.2 The dates each piece of Equipment is anticipated to arrive and depart the Project Site, and an indication of whether the Equipment will be used in performance of Project work;

9.13.1.5.1.3 For each piece of Equipment: the make, description, model number, identification number, and model year;

SUPPLEMENTARY CONDITIONS

9.13.1.5.1.4 For each engine: the make, model, identification number, model year, horsepower rating, test group (family code); and

9.13.1.5.1.5 Certification by either EPA, CARB or TCEQ, and the Tier 1, 2 or 3 emission standard claimed.

9.13.1.5.2 The Contractor shall also submit to the Project Manager a report with its monthly request or estimate for payment that identifies what Nonroad Diesel Equipment was used on the Project during that month. The monthly reports shall include, but not be limited to, the equipment and engine identification number, how often the equipment was used required on the Project Site; and such other documentation as the Project Manager may require. The Project Manager may also require that reports and other documentation be submitted in an electronic format acceptable to the Project Manager.

9.13.1.5.3 The Contractor shall provide to the Project Manager, upon request, copies of any or all equipment or engine certifications that are the basis for a request for payment. The Contractor shall provide the requested copies within 15 business days after receipt of the request.

9.13.1.5.4 Failure of the Contractor to submit a report or other documentation as required in this Paragraph 9.13.1.5.4 shall waive the Contractor's right to receive any incentive payment under this special provision for the period in question. The City of Houston may inspect each item of Nonroad Diesel Equipment used by the Contractor on the Project to insure compliance with the terms of this special provision, and to confirm Contractor's reports. If the City Engineer reasonably believes that Contractor has provided inaccurate or false information, the City at City Engineer's sole option, may revoke Contractor's qualification for the incentive payment, may terminate incentive payments, may adjust incentive payments, and take such other action as s/he deems appropriate.

9.13.1.6 INCENTIVE PAYMENT

9.13.1.6.1 The City shall pay Contractor an incentive at the following rates for Contractor's compliance with the terms of this special provision. Except as otherwise provided, the payment rates shall be calculated by multiplying the units of horsepower that each engine is rated to produce, by the payment rate, which shall increase according to the emission standard as indicated below.

EPA Tier Or Equivalent	Incentive Payment Rate per Engine Horsepower Rating
1	\$0.50
2	\$0.75
3	\$1.00

9.13.1.6.2 The Project Manager shall review the requests for payment to confirm that the Nonroad Diesel Equipment is eligible and was required to support the Project work.

SUPPLEMENTARY CONDITIONS

The Project Manager shall adjust any request for payment for an incentive for use of Nonroad Diesel Equipment as provided in Paragraph 9.13.1.5.3. The Project Manager may reject any request for an incentive payment if the Project Manager deems the Equipment is ineligible. Contractor may protest in writing any adjustment within 30 calendar days of receipt of the adjusted incentive payment. Contractor shall be deemed to have accepted the adjusted incentive payment if no protest is received by the Project Manager within the 30-day period.

9.13.1.6.3 The Project Manager shall adjust the calculation of any incentive payment for any Nonroad Diesel Equipment that was on the Project Site for less than 30 calendar days. For example, adjustments shall be made for eligible equipment that arrives or was not used on the Project Site until after the 1st day of a month or leaves or is not used on the Project site before the last day of the month. The incentive payment shall be reduced as follows:

- a. When the total is 7 calendar days or less, the incentive payment rate shall be multiplied by 0.10.
- b. When the total is 8 calendar days or more but 15 calendar days or less, the incentive payment rate shall be multiplied by 0.25.
- c. When the total is 16 calendar days or more but 22 calendar days or less, the incentive payment rate shall be multiplied by 0.50.
- d. When the total is 23 calendar days or more but less than the entire month, the incentive payment rate shall be multiplied by 0.75.

(Example: A 125 h.p. front-end loader, rated at Tier 2, was used for 20 calendar days on a project. The contractor incentive would be $(\$0.75 \times 125 \text{ h.p.} = \$93.75 \times 0.50 \text{ adj. factor for days of use} = \$46.88.)$

9.13.1.6.4 The incentive payments under this special provision shall not exceed a total amount of \$ 16,650.00.

END OF DOCUMENT

Section 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of the Work including work by the City, City-furnished Products, work sequence, future work, Contractor use of Premises, special conditions for substantial completion and City occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of the Contract is for construction of:

Stuebner Airline Park
9201 Veterans Memorial Blvd.
Houston, Texas 77038

Metropolitan Multi-Service Center Adaptive Recreation Trail
1475 West Gray
Houston, Texas 77019

The Work is divided into 2 subprojects: Stuebner Airline Park and Metropolitan Multi-Service Center Adaptive Recreation Trail. These subprojects have two different Contract Times, Contract Prices, Dates of Substantial Completion and Dates of Final Completion. The initial Contract Time for each subproject is set out in the Agreement. The initial Contract Price (00800-Supplementary Conditions Paragraph 1.1.12) for each subproject will be agreed upon in the Schedule of Values. One Notice to Proceed will be issued establishing the date of Commencement of the Work for both subprojects. Contractor shall construct both subprojects concurrently. Contractor shall comply with paragraphs 9.9 and 9.11 of the General Conditions for each subproject separately. Liquidated Damages may be assessed for failure to substantially complete either subproject per the amounts set out in the Supplementary Conditions.

- B. The Work includes all labor, materials, tools, equipment, mobilization, bonding, permits and fees, data, and all necessary administration and construction support services (including those described in the Division 1 and Specifications), required to prepare the Site and successfully construct the Landscape and Site Development as described in accordance with the Contract Documents.

Stuebner Airline Park

- 1. The Work shall consist of, but shall not be limited to, the following Work items:
 - a. Coordinate with utility owners and governing agencies. Portions of the project are within utility easements.
 - b. Procure all applicable permits from the applicable agencies (City of Houston).
 - c. Perform all site and utility work as designated on drawings.
 - d. Provide and install all electrical and lighting equipment as designated on drawings.
 - e. Provide and install the pavilion as designated on the drawings.
 - f. Provide and install fill material as required on the drawings.

SUMMARY OF WORK

- g. Remove trees as designated on the drawings.
- h. Rough grade all new construction areas.
- i. Stake for approval all tree locations, pavilion location, fence lines, paving, and electrical equipment.
- j. Provide and pour concrete.
- k. Provide and install all sprayground equipment.
- l. Provide and install playground mulch.
- m. Provide and install tubular steel fencing.
- n. Provide and install complete and operable automatic irrigation system.
- o. Provide materials and install underground drainage as per the drawings.
- p. Provide materials and install all sod and hydromulch as required and designated on drawings.
- q. Provide and install all specified site furniture as designated on the drawings.
- r. Provide connection for water fountains.

Metropolitan Multi-Service Center Adaptive Recreation Trail

2. The Work shall consist of, but shall not be limited to, the following Work items:

- a. Coordinate with utility owners and governing agencies.
- b. Maintain traffic control devices (if required)
- c. Conduct TDLR site inspection.
- d. Apply for and procure all applicable permits from the applicable governing agencies.
- e. Layout and stake for approval all tree locations, bed edges, sidewalk, ramps, trail kiosks, walls, and miscellaneous.
- f. Provide and install prefabricated informational kiosk and required foundations.
- g. Prepare, apply, and install decorative concrete finishes, textures, and admixtures.
- h. Prepare all landscape areas including turf, planting beds, and tree wells for planting.
- i. Demolish and remove existing concrete sidewalks, paving areas, miscellaneous park structures.
- j. Install and maintain tree preservation fencing and materials.
- k. Prepare and maintain NPDES systems and devices(if required).
- l. Prepare construction areas to include rough and fine grading.
- m. Drainage swale, rough, and fine grading, drainage pipes, inlets, backfill, utility connections and miscellaneous.
- n. Install concrete sidewalk, access ramps, architectural finishes, and trails.
- o. Install landscape plantings including, trees, shrubs, groundcovers, mulches, turf areas, and edging.
- p. Install specified site furniture and concrete pads.
- q. Install segmented block wall, foundations, and decorative caps.
- r. Mitigation, excavation and off-site disposal of spoil.
- s. Provide Maintenance and Warranties as per specifications.

1.03 CASH ALLOWANCES

- A. Include the following specific Cash Allowances in Contract Price under provision of General Conditions Paragraph 3.11:

1. Relocation and new installation of CenterPoint utility poles (As shown in Document 00410B - Bid Form, Part B.

1.04 ALTERNATES

- A. From the following list of Alternates, include cost in Contract Price for only those Alternates accepted by the City and listed in the fully executed Document 00520 – Agreement, Paragraph 3.2:

1. Provide and install benches, walks, playground edge, drainage, mulch, and ramps. Acquire and install swing sets at Stuebner Airline Park.
2. Provide and install concrete walk at Stuebner Airline Park.
3. Provide and install irrigation and trees at Stuebner Airline Park.

1.05 CITY-FURNISHED PRODUCTS

- A. Items Furnished by the City for Installation and final connection by Contractor:
Water meter.

- B. Contractor's Responsibilities:

1. Arrange and pay for Product delivery to the site.
2. Receive and unload Products at the site; jointly with the City, inspect for completeness or damage.
3. Handle, store, Install, and finish Products.
4. Repair or replace damaged items.

1.06 WORK SEQUENCE

- A. Construct the Work in Phases during the construction period, coordinate construction schedule and operations with the City:
1. No Phases for this Project.
- B. For projects with no Phases, do not disturb more than 50% of total project linear feet of disturbed right-of-way and easement until site restored in accordance with Section 01740 – Site Restoration.
- C. Coordination of the Work: Refer to Section 01312 - Coordination and Meetings.

1.07 CONTRACTOR USE OF PREMISES

- A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 - Use of Premises.
- B. Construction Operations: Limited to the City's rights-of-way provided by the City and areas shown or described in the Contract documents.

SUMMARY OF WORK

- C. Utility Outages and Shutdown: Provide a minimum of 48 hours notice to the City and private utility companies (when applicable), excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

1.08 STREET CUT ORDINANCE

- A. Excavations on or under pavement in the City's right-of-way must have a permit. Comply with City of Houston, Texas Ordinance No. 2000-1115, an ordinance amending Chapter 40 of the Code of Ordinances, Houston, Texas, relating to excavating in the Public right-of-way.
- B. Comply with the latest edition of street cut New Pavement Repair and Pavement Replacement details.
- C. Quantities are included for street cut pavement repair and replacement in applicable Specification sections for Unit Price contracts.
- D. Include payment for street cut pavement repair and replacement in lump sum bid for Stipulated Price contracts.

1.09 WARRANTY

- A. Comply with warranty requirements in accordance with Document 00700 - General Conditions.

1.10 ADDITIONAL CONDITIONS FOR SUBSTANTIAL COMPLETION

- A. In addition to requirements outlined in Document 00700 – General Conditions, for Contractor to be substantially complete with the Work and call for inspection by Project Manager to confirm, the following conditions must be met or completed:
 - 1. All testing shall be completed and accepted by Project Manager.
 - 2. Draft O&M manuals shall be delivered to Project Manager.
 - 3. Training shall be conducted, utilizing draft O&M manuals.
 - 4. Contractor shall contact Construction Project Manager to complete Texas Department of Licensing and Regulation Post Construction Inspection for Texas Accessibility Standards.
 - 5. 90 Days turf establishment post Substantial Completion.
 - 6. All Safety related work including pavement stripping, signing and signalization.
 - 7. All pay items complete report.
- B. No additional condition to those described in Paragraph 1.10 may be included in Contractor's punch list.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION